

SHAREHOLDERS AGREEMENT

AGREEMENT made this 1 day of April 2021, among Robert Urrutia ("Urrutia"), Robert Clarke ("Clarke") and Superb Motors, Inc., a New York Corporation with its principal place of business located at 15 Lancaster Street, Lynbrook, New York 11563 (hereinafter referred to as the "Corporation,"), Urrutia and Clarke are hereinafter sometimes referred to individually as a "Shareholder" and collectively as the "Shareholders". The Corporation and the Shareholders are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, the Shareholders own all of the issued stock of the Corporation; and

WHEREAS, the Parties wish to set forth herein their mutual rights and obligations with respect to the stock of the Corporation and the management of the Corporation's affairs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the Parties agree as follows:

1. ELECTION OF OFFICERS AND MANAGEMENT

(A) The Parties acknowledge that effective March __, 2021, the outstanding shares of the Corporation's stock are owned by the Shareholders as follows:

Robert Urrutia	60%
Robert Clarke	40%

(B) All Shareholders owning Voting Stock (as defined herein) of the Corporation agree to vote their respective shares so as to elect each of them as a

(ii) Clarke. In operating the Corporation, Clarke shall have the following responsibilities:

- (1) through Clarke's affiliation with Caribbean Media Group, Inc., and Caribbean Global Network, Inc., provide to the Corporation advertising space through several media platforms, including but not limited to radio. Such ads will promote the Corporation's business as a new and used motor vehicle dealership and the amount of advertising opportunity shall be at least One Hundred and Twenty Thousand Dollars (\$120,000.00) worth of advertising per month;
- (2) Each month, Clarke shall be responsible for completing sales, including but not limited to automobile sales and after-sale products (e.g., service contracts) which produce aggregate net profits of at least three hundred thousand dollars (\$300,000.00) during such month. By way of amplification and not limitation, the \$300,000.00 net profits objective shall be calculated each month and any amount earned in excess of \$300,000.00 shall not be applied to any subsequent month's calculation;
- (3) Clarke shall propose the individual who will serve as the General Manager of the day-to-day operations of the Corporation as a used motor vehicle dealership. Urrutia

(G) The headings of the paragraphs hereof are inserted only for the convenience of the Parties and in no way define, limit or prescribe the intent of this Agreement.

(H) Whenever used herein and required by the context the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders, and the words "hereof" and "herein" and "hereafter" and "hereto" shall refer to this entire Agreement and not to any provision, paragraph, subparagraph or section.

IN WITNESS WHEREOF, the said parties have duly executed this Agreement the day and year first written above.

Robert Urrutia

Robert Clarke


